

Jobsabi Terms of Service

Effective Date: March 2, 2015

These Terms of Service ("Terms") govern your use of the www.jobsabi.com website (the "Site") and related products and services, including mobile applications, developer platforms, premium services, plug-ins or any content or information provided as part of the Site (the "Services"), which are owned or operated by Red Book Connect, LLC ("HotSchedules", "we" or "us").

Our privacy statement, available below, is incorporated by reference into these Terms. Please read these Terms and the privacy statement carefully before you access the Site or Services, as these Terms form a binding legal agreement between you and HotSchedules.

If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of the company or other legal entity. To the extent these Terms conflict with any existing agreement between the company or other legal entity you represent and HotSchedules, these Terms shall control and supersede such other terms and conditions with regard to the subject matter of these Terms. Additionally, if you are using the Site or Services on behalf of a company or other legal entity, you are nevertheless individually bound by these Terms even if your company has a separate agreement with us. As used in these Terms, "you" and "your" refer to you individually and the company on behalf of which you are entering into these Terms.

By accessing the Site or registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SITE OR SERVICES. YOUR USE OF OUR SITE AND SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE HOTSCHEDULES PRIVACY STATEMENT, WHICH CAN BE FOUND BELOW.

1. Electronic Notices and Disclosures

You acknowledge and agree that HotSchedules may provide notices and other disclosures to you, required by these Terms, any other agreement, or law, electronically by posting such notices or other disclosures on HotSchedules' website or by emailing it to you at any email address provided to HotSchedules by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

2. Changes to the Terms

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at the Site. As your next visit to a Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account.

Your use or continued use of the Site or Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.

3. Authorized User; Your Responsibility.

You may not access or use the Site or Services if you are unable to form a binding, legal agreement with HotSchedules. You affirm that you are over the age of 18 and otherwise have the authority to enter into these Terms. You assume all responsibility for your use of, and access to, the Site or Services.

Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited.

4. Personal Information; Your Content; Your Account

4.1. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

4.2. Privacy. You may browse the Site without providing us with any personal information; however, to use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the HotSchedules privacy statement, which you can find and read below.

4.3 Your Content. As between you and HotSchedules, you own the information, materials, photos, or other content (the "Content") you provide HotSchedules under this Agreement. Any Content that you upload or otherwise provide to HotSchedules in connection with the Site or Services may be used by

HotSchedules in order to provide and promote the Site, Services or HotSchedules' business. Accordingly, you grant to HotSchedules, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the Content. Such right to use such Content shall survive the termination of these Terms and termination of the Services. You authorize us to use, forward, or post your profile or related information on other sites and services. Additionally, you authorize us to use your corporate logo and corporate name, if applicable, for any promotional purposes (to opt-out, email us at OptOut@hotschedules.com). Notwithstanding the foregoing, you retain all rights to the Content, except as otherwise provided herein or as otherwise provided in any other agreement between you and HotSchedules. Any Content you submit to us is provided at your own risk of loss. You are solely responsible for all Content you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing Content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights). HotSchedules may also remove or delete your Content from the Site or Services at any time in its sole discretion.

4.4 Interactions with Other Users. You are solely responsible for all interactions with other users. You acknowledge and agree they are responsible for making your own decisions regarding persons you employee or job positions you take, as applicable. You acknowledge and agree that we do not conduct user background checks or verify any Content or other information provided by users on the Site or Services. HotSchedules offers various forums which allow you to post comments. HotSchedules also enables sharing of information by allowing users to post content and information, including links and information regarding certain job opportunities. Pursuant to the license granted by you above, HotSchedules may grant other users of the Site or Services access and share rights to your Content in accordance with these Terms, your settings and the nature of your connection with such other users. Information you share may be seen and used by other users of the Site or Services. HotSchedules cannot guarantee that users of the Site or Services will not use the information that you share on HotSchedules, nor the manner of use. HotSchedules is not responsible for another user's or other third party's misappropriation or misuse of your Content or other information. You are solely responsible for your interactions with other users. Additionally, HotSchedules is not responsible for the truthfulness, accuracy, authenticity, or completeness of any of the Content or any other information provided by other users or any other third party. You hereby release HotSchedules from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between users of the Site or Service, (ii) any dispute between you and another user, or (iii) arising out of any services which originated through the Site or Services or were otherwise provided by a user. Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Site or Services.

4.5 Your Account. Except for your Content licensed to us as set forth above, the account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the

accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account..

4.6 Feedback. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Site, Services or otherwise relating to HotSchedules ("Feedback") to HotSchedules. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and HotSchedules shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from HotSchedules under any circumstances relating to such Feedback.

5. Your Eligibility

To be eligible to use the Site or Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Site or Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to HotSchedules; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (vi) will not violate any rights of HotSchedules or a third party, including intellectual property rights.

6. Personal Use; Limited License; Ownership

Subject to the terms and conditions herein, HotSchedules grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the HotSchedules Site and the Services through a generally available web browser, mobile device or HotSchedules authorized application to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Site or Services except with the prior written approval of HotSchedules. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and HotSchedules.

Furthermore, without the prior written approval of HotSchedules, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise

make unauthorized use of Site content or Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Site or Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using.

Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the termination of your HotSchedules account, prohibition on use of the Services, and further legal action.

The Site and Services provided by HotSchedules are licensed, not sold. The Site and Services, and all copies of the Site and Services, are owned by HotSchedules or its third party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. HotSchedules reserves all rights not expressly granted to you herein. You agree that you have no right to any HotSchedules trademark or service mark and may not use any such mark in any way unless expressly authorized by HotSchedules.

HotSchedules reserves the right to limit your use of or access to the Site or Services, in its sole discretion in order to maintain the performance and availability of the Site and to enforce these Terms of Service. Such limitations may include, without limitation, the number of reviews posted, the number of: (i) messages sent through the Site or Services, (ii) applications submitted, and (iii) reviews posted.

7. Fees; Payment Terms; Credits

If you purchase any services that we offer for a fee ("Paid Services"), you agree to pay the applicable fees for the Paid Services when due plus all related taxes. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. You agree to reimburse us for all collection costs and interest for any overdue amounts. Unless otherwise denoted, all fees are assessed in U.S. dollars. You also agree that HotSchedules may store your payment information. If the payment method you use with us reaches its expiration date and you do not edit the applicable information or cancel such Paid Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts.

In connection with Paid Services, users may be able or required to purchase "tokens" or "credits" ("Credits") that can be used to post jobs or pay for other Paid Services. Additionally, in our sole discretion, we may give away Credits for promotional purposes or any other reason. Credits, including promotional Credits, may have expiration dates connected to them. Credits will no longer be valid following their respective expiration dates, if applicable.

Failure to pay may result in the termination of your subscription. You may cancel or suspend your Paid Services by contacting HotSchedules at **(512) 904-4299**. Unless is expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason. If you require a printed invoice for your transaction with us, you may request one by contacting HotSchedules at **(512) 904-4299**.

Paid Services may be subject to additional terms, in addition to these Terms, related to the provision of the Paid Service.

8. Use of Services

HotSchedules is not liable for the loss, corruption, alteration or removal of any content transmitted using our Site or Services. By using our Services, you expressly waive the right to seek damages and agree to hold HotSchedules harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Site or Services.

HotSchedules may also at any time modify or discontinue, temporarily or permanently, all or any part of the Site, Services or your account, with or without notice, and you agree that HotSchedules will not be liable to you or any third party for any such modification, suspension or discontinuance. Our Services are not intended to be used in countries where offering or providing the Services is illegal, and we do not offer the Services in such countries or to citizens of such countries, including the countries of Iran, Cuba, North Korea, Syria or Sudan.

Subject to Section 20.9, you may terminate these Terms by terminating your use of the Site and Services and any related account.

9. Applications

HotSchedules may offer the Services through applications built using HotSchedules' platform ("Applications"), including any mobile device applications or interactive plugins distributed on third-party websites. If you use an Application or interact with a HotSchedules plugin on a third-party site, we may receive information about you and your use of the Services. Additionally, by using an Application that relates to or enables your use of the Services, you are accepting the terms of any end user license agreement associated with the Application, in addition to these Terms.

10. Third-Party Content & Sites

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

From time to time, the Site and Services may contain references or links to third-party materials not controlled by HotSchedules or its suppliers or licensors. HotSchedules provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that HotSchedules is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked to the Site or Services. You are responsible for evaluating whether you want to access or use a third party sites. Accordingly, if you decide to use third party sites, you do so at your own risk and agree that this Agreement does not apply to your use of any third party sites. You should review any applicable terms or privacy policy of a third party sites before using it or sharing any information.

The Site and Services incorporate the Google Maps API. Accordingly, by accessing or using our Site or Services, you hereby agree to be bound by Google's Terms of Service (available at <http://www.google.com/intl/en/policies/terms/>) and Google's Privacy Policy (available at <http://www.google.com/privacy.html>).

11. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Site and Services. You may not use our Site or Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Acts that may materially and adversely affect the quality of other users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into HotSchedules' Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);

- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Site or Services, or any part thereof;
- Adapt, modify or create derivative works based on the Site, Services, or technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Site or Services (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by HotSchedules in writing;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Falsifying user identification information;
- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, a HotSchedules representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

HotSchedules enforces a zero-tolerance SPAM policy regarding information transmitted through our network. HotSchedules may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

- Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via the Site or Services, or e-mail that advertises any IP address belonging to HotSchedules or any URL (domain) that is hosted by HotSchedules.
- The use of web pages set up on ISPs that allow SPAM-ing that directly or indirectly reference customers to domains or IP addresses hosted by HotSchedules.

- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

If HotSchedules determines that you have posted one or more articles of SPAM, we may cancel your account immediately and take steps to prevent you from using our network at any time thereafter.

You agree not to use the Site or Services for the purpose of recruiting for another website or soliciting or otherwise contacting other users for employment or any other business purpose (other than connecting with other users for the purpose of receiving or providing a job in connection with the purpose of the Site and Services and in accordance with these Terms of Service).

12. Copyright Protected Materials

HotSchedules respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Site or Services that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. HotSchedules has the right, but not the obligation, to remove from the Site and Services any files, material, information, software or other material HotSchedules believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: customercare@hotschedules.com

13. Export Control Laws.

The Services may be subject to export control restrictions of the United States, the European Union, Canada or other jurisdictions. By using the Services, you warrant that you are not located in any country, or exporting the Service to any person or place, to which the United States, the European Union, or any other jurisdiction has embargoed goods. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to Services any content, data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section shall survive termination of these Terms.

14. Right to Restrict or Terminate Access

HotSchedules may deny or restrict your access to all or part of the Site or Services without notice

in its reasonable discretion if it deems that you have engaged in any conduct or activities that HotSchedules in its reasonable discretion believes violates the letter or spirit of any of these Terms. If HotSchedules denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Site and Services and any license granted to you under any agreement related to your use of the Site or Services shall immediately terminate. Termination of these Terms or the Services does not relieve you from your obligation to pay HotSchedules any amounts owed to HotSchedules. Upon termination, HotSchedules reserves the right to delete all of your Content, data, and other information stored on HotSchedules' servers. HotSchedules will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by HotSchedules pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, HotSchedules will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Site or Services, or the termination thereof.

15. Security

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to HotSchedules any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. HotSchedules shall not be liable for any unauthorized use of payment accounts.

16. Children and Minors

By using our Services, you affirm that you are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside. In accordance with the Children's Online Privacy Protection Act (COPPA) and associated rules, we do not knowingly collect or maintain any personal information from children under 13.

17. Disclaimer of Warranty

Actual service coverage, speeds, locations and quality may vary. HotSchedules will attempt to provide the Services at all times, except for limited periods for maintenance and repair. However, the Services and Site may be subject to unavailability for a variety of factors beyond our control including emergencies, third-party service failures, transmission, equipment or

network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Site, Services, or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users, the Services or the Site. The accuracy and timeliness of data received is not guaranteed.

YOUR USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK. THE SITE, ALL SITE CONTENT, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. HOTSCHEDULES DOES NOT WARRANT THAT THE SITE OR SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. HOTSCHEDULES DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICE, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, HOTSCHEDULES' WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

18. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL HOTSCHEDULES, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("HOTSCHEDULES PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES OR SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES OR OUR SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT

SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SITE AND SERVICES.

A HOTSCHEDULES PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID HOTSCHEDULES FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE HOTSCHEDULES PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY HOTSCHEDULES TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTIONS 18 AND 19 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

19. Indemnity

You agree to defend, indemnify and hold the HotSchedules Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or relating to (i) any violation of these Terms by you; (ii) your Content or any other content or material you submit or otherwise transmit through our Site or Services; (iii) your violation of any rights of another; or (iv) your use of the Site or Services. HotSchedules reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

20. General Terms

20.1. Entire Agreement. These Terms, along with any rules, guidelines, or policies published on the HotSchedules homepage constitute the entire agreement between HotSchedules and you with respect to your use of our Site Services. If there is any conflict between the Terms and any other rules or instructions posted on the Site or Services, the Terms shall control.

20.2. Amendments. No amendment to these Terms by you by shall be effective unless acknowledged in writing by HotSchedules. Notwithstanding the foregoing, HotSchedules reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above.

20.3. Governing Law, Jurisdiction and Venue. These Terms shall be governed by, and construed

in accordance with, the laws of the state of Delaware, without reference to its choice of law rules. Subject to the arbitration provisions below, exclusive venue for any action arising out of or in connection with this agreement shall be in Wilmington, Delaware. The parties each hereby consent to the jurisdiction and venue in Wilmington, Delaware and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that HotSchedules shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction.

20.4. Dispute Resolution. Excluding claims for injunctive or other equitable relief, for any claim where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution provider mutually agreed upon by the parties. The arbitration shall be conducted by telephone, online or be solely based on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration each party waives any right to a jury trial.

20.5 Limited Time to Bring Claim. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Site or Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred.

20.6. Severability. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect.

20.7. Assignment. You may not assign your rights or obligations under these Terms without the prior written consent of HotSchedules, which may be withheld in HotSchedules' sole discretion.

20.8. Non-Waiver. HotSchedules' failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

20.9. Survival. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services.

20.10. Headings. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms.

20.11. HotSchedules' Rights Cumulative. These Terms do not limit any rights that HotSchedules may have pursuant to any intellectual property laws or any other laws. All rights and remedies

available to HotSchedules, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to HotSchedules.

20.12 No Injunctive Relief. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Site or Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

20.13 Notice. If you have any questions, complaints, or claims, you may contact HotSchedules at Bridge Point Parkway, Suite 425, Austin TX 78730, **(512) 904-4299**.

20.14 Third-Party Beneficiaries. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and HotSchedules, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms.

20.15 Relationship. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

Jobsabi Privacy Statement

Last Updated: March 2, 2015

Introduction

Red Book Connect, LLC ("HotSchedules", "we", "us" or "our") is committed to protecting your privacy. This statement details the steps we take to protect your personal information when you visit, access or use the www.jobsabi.com website (the "Site") and related products and services, including mobile applications, developer platforms, premium services, plug-ins or any content or information provided as part of the Site (the "Services"). It describes the personal information that we collect, the purposes for which we use such information, and your choices regarding our use of it. The steps we take to protect your personal information and how you can review and correct your personal information are also covered here. This privacy statement refers to personal information which is information that can be associated with a specific person and used to identify that person. Personal information does not include information that has been de-identified so that it does not identify a specific user, which may be used for any legal purpose.

Your agreement to this privacy statement

By accessing or otherwise using our Site or Services, you are consenting to the information collection and use practices described in this privacy statement. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to consent to this privacy statement (and the Terms of Service, available above) on behalf of the company or other legal entity. To the extent this privacy statement conflicts with any existing agreement between the company or other legal entity you represent and HotSchedules, this privacy statement shall control and supersede such other terms and conditions with regard to the subject matter of this privacy statement. Additionally, if you are using the Site or Services on behalf of a company or other legal entity, you are nevertheless individually bound by this privacy statement even if your company has a separate agreement with us. As used in this privacy statement, "you" and "your" refer to you individually and the company on behalf of which you are entering into this privacy statement.

Our collection of information

Generally, you can visit our Site without entering any personal information; however, to use our Services, you must register with us and submit certain personally identifiable information. The personal information we collect may include: contact details, such as your name, title, company/organization name, e-mail address, telephone and fax numbers, and physical address; information about your company, and job function; your e-mail marketing preferences; financial information (including credit card or account information); information such as your nationality and country of residence that allows us to determine your eligibility under export control regulations to receive information about certain technologies; information used to customize and facilitate your use of our Site or Services, including login and technical information; inquiries about and orders for our products and services; information that assists us in identifying the products and services that best meet your requirements; event registration information; and feedback from you about our Site or Services.

Information you provide to us. If you use our Site or Services, you may be required to provide us certain information. This includes information:

- Provided at the time of registering to use our Services, subscribing to our Services, posting material or requesting further services.
- Provided when you report a problem with our Site or Services.
- Records and copies of your correspondence (including e-mail addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our Site or Services and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Services.
- Your search queries on our Site or through our Services.
- Information obtained through your Facebook or other social network account if you register through Facebook and authorize us to access such information (e.g. work history).

Information collected automatically. We collect information about your visit to our sites, including what pages you view, the number of bytes transferred, the links you click, the materials you access, and other actions taken within HotSchedules' sites. On sites that you enter with a user ID, we may connect this information with your identity to determine your potential interests in our products and services. We also collect certain standard information that your browser sends to every website you visit, such as your Internet Protocol (IP) address, your browser type and capabilities and language, your operating system, the date and time you access the Site or Services, and the website from which you linked to our Site or Services. The information we collect automatically is statistical data and may or may not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve and to deliver better and more personalized Services, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Site and Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Site or Services.

Information we already have about or from you. If you have an existing relationship with HotSchedules, we may already have personal and other information about you or your employees that you have provided to us or we have otherwise obtained. In order to more efficiently and effectively provide the Site and Service, notwithstanding any agreement you or the company or other legal entity you represent may have with us, you hereby authorize us to access and use such information. To the extent any pre-existing agreement(s) between us conflict with this privacy statement, such existing agreement(s) are hereby amended with regard to the

subject matter of the Terms of Service and this privacy statement. Without limiting the foregoing, you hereby acknowledge and agree that HotSchedules may publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use, in relation to the Site and Services, the data, content, material and other information you have provided or we have obtained about you under an existing relationship.

Your address book. If you authorize us to do so, we may access data from your address book on your mobile or other device.

Geo-Location data. We may collect information regarding your location, through the Google Maps API or otherwise.

Information We Collect From Other Sources. We may also collect information about you from third parties, including but not limited to third-party verification services, credit bureaus, mailing list providers, and publicly available sources.

Our use of information

Services and transactions. We use your personal information to deliver services or carry out transactions you have requested, such as providing information on HotSchedules products, registering purchased products, processing product orders, handling service issues, replacing product manuals, answering customer service requests, facilitating use of our Site or Services, and so forth. We may use your personal information to facilitate our products and services in relation to our users, partners, the advertisers, developers, and other websites. In order to offer you a more consistent experience in your interactions with HotSchedules, information collected by or through our Site or Services may be combined with information we collect by other means.

Site and Services improvement. We may use your personal information to improve our Site and Services and other HotSchedules products or services, or to make our Site and Services easier to use by, for example, eliminating the need for you to repeatedly enter the same information, customizing our Site or Services (or other sites or services) to your particular preference or interests, or suggesting connections based on shared work history.

Communications. We may use your personal information gathered via our Site or Services to inform you or other users of products or services available from HotSchedules. For example, if you inform us that you or your employee, as applicable, are no longer an employee at a certain company, we may send you, your employee (if applicable), or other users certain information about other opportunities or the employee's availability. When collecting information that might be used to contact you about our products and services, we will always give you the opportunity to opt-out of receiving such communications. Moreover, each e-mail communication we send includes an unsubscribe link allowing you to stop delivery of that type of communication. If you elect to unsubscribe, we will remove you from the relevant list within 10 business days.

Employment Applications or Inquiries. In connection with a job application or inquiry, you may provide us with information about yourself, such as a resume or curriculum vitae. In addition to other uses disclosed in this privacy statement, we may use this information throughout

HotSchedules and its controlled subsidiaries and affiliates for the purpose of employment consideration, availability or otherwise for HotSchedules, HotSchedules' customers, and other third parties.

Other Uses. We may also use information about you (i) to track and analyze trends and usage in connection with our Site or Services; (ii) to process and deliver contest and promotion entries and rewards; (iii) to protect our rights or property; (iv) to compare information for accuracy; (v) to verify your identity; (vi) to investigate and prevent fraud or other illegal activities; and (vii) for any other purpose disclosed to you in connection with our Site or Services.

Additionally, we use information that we collect about you or that you provide to us, including any personal information:

- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account/subscription, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or any products or services we offer or provide through them.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences.

We may use third-party service providers to process and store personal information in the United States and other countries.

Our use of cookies and web beacons

Cookies are small files that websites save to your hard disk or to your browser's memory. We may use them to track the number of times you have visited the Site or Services, to track the number of visitors to the Site or Services, to determine and analyze visitors' use of our sites (including the effectiveness of online advertising), to store information that you provide such as your preferences, and to store technical information useful for your interactions with our Site or Services. We may use session cookies (cookies that are deleted when your browser session ends) to store your user ID, elements of your user profile, to facilitate your movement around our Site or Services (particularly in connection with information searches and order placement) and other information useful in administering the session. You have the ability to accept or decline cookies. Most Internet browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies or to notify you when a cookie is being placed on your

computer. If you choose to decline cookies, you may not be able to fully experience the features of HotSchedules' Site or Services or other websites that you visit. Our sites also may contain electronic images known as web beacons - sometimes called single-pixel gifs - that allow us to count the number of users who have visited those pages. We may include web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Disclosure of your personal information

Except as described below, personal information you provide to HotSchedules through our Site or Services will not be shared outside of HotSchedules and its controlled subsidiaries and affiliates without your permission.

Disclosure to service providers. HotSchedules contracts with other companies to provide services on our behalf, such as hosting websites, sending out information, processing transactions, advertising, and analyzing our Site and Services. We provide these companies with only those elements of your personal information they need to deliver those services. These companies and their employees are prohibited from using that personal information for any other purpose.

Disclosure to distributors. In responding to a request made by you, we may share your personal information with companies that distribute our products. In those cases, we provide these companies with only those elements of your personal information they need to respond to your request, and these companies and their employees are prohibited from using that personal information for any other purpose. In some cases, we may seek your permission to share your information with distributors for marketing purposes other than responding to a request from you. However, we will not share your information for such marketing purposes unless we have obtained your express consent to do so.

Disclosure in connection with transactions. In connection with certain transactions, we may disclose some or all of your personal information to financial institutions, government entities, and shipping companies or postal services involved in fulfillment.

Disclosures in connection with acquisitions or divestitures. Circumstances may arise where for strategic or other business reasons HotSchedules decides to sell, buy, merge or otherwise reorganize. Such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or receiving it from sellers. It is HotSchedules' practice to seek appropriate protection for information in these types of transactions.

Disclosure through the Site or Services. Consistent with the purpose of the Site and Services, we may disclose information you provide to us to other users of the Site or Services.

Disclosure for other reasons. We may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to comply with legal requirements or with legal process served on us, to protect and defend our rights or property, or in urgent circumstances to protect the personal safety of any individual. We may also disclose personal information to fulfill the purpose for which you provide it.

Security

HotSchedules is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access that are located in facilities to which access is limited. For sites to which you login, it is your responsibility to ensure the security of your password and not to reveal this information to others.

Reviewing your personal information

In some cases, you can review and correct personal information provided through our Site or Services by going to the page on which you provided the information. In all cases, you can make a request to review and correct your personal information collected via our Site or Services or ask HotSchedules to stop using it by sending an email to customer@hotschedules.com. We may take steps to verify your identity before providing you access to your personal information. You can help us to maintain the accuracy of your information by notifying us of any change to your mailing address, phone number, or e-mail address.

Children's information

The Children's Online Privacy Protection Act was created to protect children under the age of 13 from unsuspecting acts or practices in conjunction with collecting, using, and disclosing any information about them. Our Services are not intended for anyone under the age of 13. If you are under 13, do not use or provide any information on or through our Services. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you are a parent or guardian or otherwise believe we might have any information from or about a child under 13, please contact us so that we can delete the child's information. The Site and Services will never knowingly accept, collect, maintain or use any information from a child under the age of 13. If a child whom we know to be under the age of 13 sends personal information to us online, we will only use that information to respond directly to that child or notify parents.

Third party sites

Our Site or Services may contain links to other sites such as HotSchedules distributors and sales

affiliates, professional and government organizations, and publications. We also link to third-party providers that host, maintain and operate on-line training curricula. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other sites.

The Site and Services incorporate the Google Maps API. Accordingly, by accessing or using our Site or Services, you hereby agree to be bound by Google's Privacy Policy (available at <http://www.google.com/privacy.html>).

Your California Privacy Rights

California Civil Code Section 1798.83 permits users of our Site and Services that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to customercare@hotschedules.com or write us at: Bridge Point Parkway, Suite 425, Austin, TX 78730.

Enforcement of this privacy statement

If you have questions regarding this statement or our handling of your personal information, please contact us. We will promptly address your concern and strive to reach a satisfactory resolution.

Contact information

If you have any questions, complaints, or claims, you may contact HotSchedules at Bridge Point Parkway, Suite 425, Austin, TX 78730, by phone at **(512) 904-4299**, or by e-mail at customercare@hotschedules.com.

Changes to this privacy statement

HotSchedules may occasionally update this privacy statement. When we do, we will revise the "last updated" date at the top and bottom of the privacy statement. Your continued use of the Services constitutes your acceptance of the then-effective privacy statement.